

Volleyball Victoria/Volleyball Australia MEMBERSHIP DECLARATION

I hereby apply for membership of VA. In so applying and in consideration of my application for membership being accepted I acknowledge and agree that:

- 1. "VA"** for the purposes of this membership application and declaration means and includes Volleyball Australia, its members (including Member States and State Affiliates) and where the context so permits, their respective directors, officers, members, servants or agents.
- 2.** If accepted I will be a member of the Volleyball Victoria and Volleyball Australia.
- 3. Insurance** is in place that provides limited cover to me whilst I am performing or participating in any authorised or recognised VV/VA activity. I can, in my own interests, seek and obtain personal insurances over and above the cover provided by VV/VA.
- 4. The VV/VA Constitution** is a contract between VV/VA and me. I will be bound by it and any By-Laws and policies made under it. It is necessary and reasonable for promoting VV/VA and volleyball. For the avoidance of doubt, I acknowledge and agree to comply with the Constitutions, By-Laws and policies of VA, Volleyball Victoria and any club/association/competitions.
- 5. Warning:** Volleyball can be inherently dangerous. Serious accidents can and often do happen which may result in me being injured or even killed. I have voluntarily read and understood this warning and accept and assume the inherent risks in volleyball.
- 6. Exclusion of Liability:** Except where provided or required by law and such cannot be excluded, I agree that it is a term of my membership (if accepted) that VV/VA is absolved from all liability however arising from injury or damage however caused (whether fatal or otherwise) arising out of my membership and/or participation in any VV/VA Activity.
- 7. Release and Indemnity:** In consideration of VV/VA accepting my application for membership:
 - (a)** release and forever discharge VV/VA from all Claims that I may have or may have had but for this release arising from or in connection with my membership and/or participation in any VV/VA Activity; and
 - (b)** Indemnify and hold harmless VV/VA to the extent permitted by law in respect of any Claim by any person including but not only another Member of VV/VA arising as a result of or in connection with my membership and/or participation in any VV/VA Activity.In this clause **7 "Claims"** means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising but does not include a claim in respect of any action, suit, etc made by any person entitled to make a claim under a relevant VV/VA insurance policy or under the VV/VA Constitution or any By-Laws.
- 8. Fitness to Participate:** I declare that I am and must continue to be medically and physically fit and able to participate in any VV/VA Activity. I am not and must not be a danger to myself or to the health and safety of others. I will immediately notify VA in writing through VV of any change to my fitness and ability to participate. I understand and accept that VV/VA will continue to rely upon this declaration as evidence of my fitness and ability to participate.
- 9. Information:** I have provided all the information required in this online application. I warrant that all information provided is true and correct.
- 10. Privacy:** I understand that the information I have provided overleaf is necessary for the objects of VV/VA. I acknowledge and agree that the information will be disclosed by VV/VA and will only be used for the objects of VV/VA, VV/VA general business and to provide me with membership services. I understand that I will be able to access my information through my VV. If the information is not provided my membership application may be rejected. I acknowledge that VV/VA may also use my personal information for the purposes of providing me with promotional material from VV/VA sponsors or third parties. I may advise VV/VA if I do not wish to receive from VV/VA any VV/VA sponsors or third parties promotional material.
- 11. Copyright and right to use image:** I acknowledge and consent to photographs being taken of me during my participation in VV/VA Activities. I acknowledge that the photographs are owned by VV/VA and that VV/VA may use the photographs for promotional or other purposes without my further consent being obtained. Further, I consent to VV/VA using my name, image, likeness and also my performance in the VV/VA Activities, at any time, to promote the VV/VA Activities by any form of media. I may advise VV/VA if I do not wish VV/VA to use my name, image, likeness and also my performance in this way.

DECLARATION

Terms & Conditions

I acknowledge that I have read, understood and agree to the Volleyball Victoria/Volleyball Australia Membership Declaration, as set out on the Volleyball Victoria websites www.volleyballvictoria.com.au and provided to me at the time of application, including the warning, exclusion of liability, release and indemnity. I acknowledge that if my application for membership is successful I will be entitled to all benefits, advantages, and services of Volleyball Victoria/Volleyball Australia Membership.

OR (if the applicant is under 18)

I am the parent or guardian of the applicant. I expressly agree to be responsible for the applicant's behaviour and agree to personally accept the conditions set out in the Volleyball Victoria/Volleyball Australia Membership Declaration including the provision by me of a release and indemnity in the terms set out on Volleyball Victoria websites www.volleyballvictoria.com.au and/or provided to me at the time of application

- Declaration and acceptance of terms & conditions is to be done using the online membership registration form.